



**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE - PRICELIST**

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

**Special Item No. 132-8 Purchase of Equipment**

FSC CLASS 7010 - SYSTEM CONFIGURATION

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

**Special Item No. 132-12 Maintenance of Equipment, and Repair  
Parts/Spare Parts**

**Special Item No. 132-32 Term Software Licenses**

**Special Item No. 132-33 Perpetual Software Licenses**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

**Special Item No. 132-34 Maintenance of Software**

**Special Item No. 132-50 Training Courses**

FPDS Code U012 - FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE

**Special Item No. 132-51 Professional Services**

**Softchoice Corporation**

**Phone: 877.FED.SOFT Fax: 877.310.7639**

**[www.softchoice.com/gov](http://www.softchoice.com/gov)**

**Contract Number: GS-35F-0196M**

**Period Covered by Contract: January 17, 2002 through January 16, 2012**

**Softchoice Corporation is an other than Small Business Concern**

Pricelist current through Modification # 363, dated Oct-2011

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the **GSA Advantage!** System. Agencies can browse **GSA Advantage!** by accessing the Federal Supply Service's Home Page via the Internet at <http://www.gsaadvantage.gov>

## **I. INFORMATION FOR ORDERING OFFICES**

### **SPECIAL NOTICE TO AGENCIES:**

#### **Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (<https://www.gsaadvantage.gov>). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (<https://www.gsaadvantage.gov>) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

Domestic Delivery is within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Softchoice Corporation will provide domestic and overseas delivery.

### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

#### **Ordering Address:**

SoftChoice Corporation  
314 W. Superior, Suite 301  
Chicago, IL 60654

Via Phone: (877) FED.SOFT

Fax: (877) 310.7639

Email: [gov@softchoice.com](mailto:gov@softchoice.com)

#### **Payment Address:**

Softchoice Corporation  
16609 Collections Center Drive  
Chicago, IL 60693

All other U.S. Government Business correspondence should be sent to:

Softchoice Corporation  
7900 Westpark Drive  
Suite T400  
McLean, VA 22102

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance:

(877) FED.SOFT or (877) 333-7638

### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Bloc 9: Block 9:G. Order/Modification Under Federal Schedule

Block 16: DUNS 92-902-2028

Block 30: Type of Contractor - C. Large Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 13-3827773

4a. CAGE Code: 3DH15

4b. Contractor has registered with the Central Contractor Registration Database.

### 5. FOB DESTINATION:

All items are FOB Destination to the 48 Contiguous states Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories.

### 6. DELIVERY SCHEDULE:

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<u>Special Item Number</u>	<u>Delivery Time</u> <u>(Days ARO)</u>
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132-8	30 Days ARO
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132-33	10 Days ARO
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132-34	10 Days ARO
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b. **EXPEDITED DELIVERY TIMES**(may be negotiated outside the scope of this contract)

<u>Special Item Number</u>	<u>Delivery Time</u> <u>(Days ARO)</u>
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132-8	5 Days ARO
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132-33	3 Days ARO
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### b. URGENT REQUIREMENTS:

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

### 7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity discounts have been applied

c. Dollar Volume - None

d. Federal Government Educational Institutions are offered the same discounts.

e. Other - None

**8. TRADE AGREEMENTS ACT OF 1979, AS  
AMENDED:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY  
OF EXPORT PACKING:**

Export packing is available outside the scope of this contract.

**10. SMALL REQUIREMENTS:**

The minimum dollar value of orders to be issued is \$100.00.

**11. MAXIMUM ORDER:**

(All dollar amounts are exclusive of any discount for prompt payment.)

**a.** The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 – Purchase of Equipment

Special Item Number 132-33 - Perpetual Software Licenses

**b.** The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 – Training Courses

Note: Maximum Orders do not apply to Special Item Number 132-34 Maintenance of Software.

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404**

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

**a.** Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

**b.** Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

**(1)** Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

**(2)** Trade-in considerations;

**(3)** Probable life of the item selected as compared with that of a comparable item;

**(4)** Warranty considerations;

**(5)** Maintenance availability;

**(6)** Past performance; and

**(7)** Environmental and energy efficiency considerations.

**c.** Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

**(1)** catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, the Contractor may:

(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

**d.** Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

**e.** Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

**f.** Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

**g.** Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

### **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS**

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

#### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of

Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

### **13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

### **14. SECURITY REQUIREMENTS**

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

### **15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

### **16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Internet Explorer). The Internet address is: gov@softchoice.com

### **17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));



(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

**18. CONTRACTOR COMMITMENTS,  
WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract. Softchoice Corporation is not the manufacturer of the products offered under this contract, but extends the commercial warranty as stated by the manufacturers offered.

**19. OVERSEAS ACTIVITIES**

Not offered within the scope of this contract.

**20. BLANKET PURCHASE AGREEMENTS (BPAs)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

**21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.



**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**23. SECTION 508 COMPLIANCE**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [gov.softchoice.com](http://gov.softchoice.com).

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished

to the Federal Supply schedule contractor); and

- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_ dated \_\_\_\_.  
In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective –
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that

support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## 27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

### **TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8)**

#### 1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

#### 2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

#### 3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

#### 4. INSTALLATION AND TECHNICAL SERVICES

All equipment provided under this contract is self-installable.

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train Government ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Not Applicable

- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## **5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## **6. WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

SoftChoice Corporation is not the manufacturer of the products but extends the commercial warranty as stated by the manufacturers offered.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Not applicable

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

### **II. TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) (SPECIAL ITEM NUMBER 132-12)**

#### **1. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated

with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

## 2. REPAIR PARTS/SPARE PARTS ORDERS

Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair parts/spare parts under this contract.

### 3. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

## 4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

## 5. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist referencing list prices in effect at the time the repair is effected.

## 6. GUARANTEE/WARRANTY—REPAIR PARTS/SPARE PARTS

### a. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of ninety days.

7. INVOICES AND PAYMENTS

a. Repair Parts/Spare Parts

Invoices for repair parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #5, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**III. TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

SoftChoice Corporation is not the manufacturer of the products but extends the commercial warranty as stated by the manufacturers offered.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (800) 268-7638 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from \*8:00AM EST to 8:00PM EST. (May vary by Manufacturer being offered)

**4. SOFTWARE MAINTENANCE**

a. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**5. PERIODS OF MAINTENANCE (132-34)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.

**d.** Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

**e.** Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if maintenance is to be continued during the subsequent period.

## **6. MAINTENANCE CESSATION**

The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## **7. UTILIZATION LIMITATIONS - (132-33, AND 132-34)**

**a.** Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

**b.** When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

**(1)** Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

**(2)** Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any

third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the ordering activity.

**(3)** Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.



(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### **8. SOFTWARE CONVERSIONS - (132-33)**

Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version

#### **9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### **10. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

#### **IV. TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF**

#### **TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

##### **1. SCOPE**

a. The Contractor shall provide training courses normally available to commercial customers, which will permit Government users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government.

##### **2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

##### **3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

##### **4. CANCELLATION AND RESCHEDULING**

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within



ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

## **5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

Softchoice, as Contractor, will only extend the follow-up support as offered by training vendors approved under this contract.

## **6. PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

## **7. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## **8. FORMAT AND CONTENT OF TRAINING**

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses, must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

## **9. "NO CHARGE" TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Not applicable.

# **TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

## **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

## **2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

## **3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## **4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Professional services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with

its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

The Inspection of Services—Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

#### 15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

#### 16. DESCRIPTION OF IT AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

## GSA Services

### Labour Category: Senior Technical Architect

**Job Description:** Experience: Ten (10) years of highly specialized experience related to information technology. Three (3) years of this experience is directly related in Government programs. Participates in/lead activities related to requirements gathering/analysis, planning, conceptual design/solution architecture of Enterprise wide applications, interfaces, and IT technology solutions. Drive projects through to completion playing a direct role in solution development, testing, and deployment.

Hourly Rate: \$190

### Labour Category: Senior Technical Advisor

**Job Description:** The Senior Technical Advisor's roles is to oversee and mentor a team of professional service consultants (Systems Engineers, Sr. Systems Engineers, and Sr. Technical Architects). This position requires a minimum of 20 years experience with strong emphasis on client focus, strong organizational, project management, and conceptual design skills,

knowledge of Softchoice's IT Service Delivery concepts, and the ability to lead teams to envision, design, and implement robust IT solutions.

Hourly Rate: \$ 213.00

**Labour Category: Project Manager**

**Job Description:** Experience: Ten (10) years of experience in the participation and/or management of general engineering and/or scientific programs with at least fifteen (15) years of experience managing information technology-related programs. Manages and oversees work performance on small to medium size task orders or manages a portion of a larger task under the guidance of a more senior project manager. Primary responsibility for delivery of solutions under the terms and conditions defined in project-based Statements of Work.

Hourly Rate: \$118.75

**Labour Category: Senior Project Manager**

**Job Description:** Experience: Fifteen (15) years of experience in the participation and/or management of general engineering and/or scientific programs with at least fifteen (15) years of experience managing information technology-related programs within a Government environment. Primary responsibility for delivery of solutions under the terms and conditions defined in project-based Statements of Work. High impact contributor that will apply expertise in business processes to improve internal and global operations.

Hourly Rate: \$166.25

**Labour Category: Data Entry Clerk**

**Job Description:** Experience: Two (2) years of experience directly related to the IT area. Enrolled in an accreditation institution of higher education and sophomore-level standing. Functional Responsibility: Takes technical direction from Project engineers. Creates, modifies and tests source code for information technology applications.

Hourly Rate: \$35.15

**Labour Category: Help Desk Analyst**

**Job Description:** Experience: Three (3) years in related positions with duties as described below within the information technology industry. Two (2) years experience in installation, checkout, and maintenance of information technology and other systems. Performs non-routine assignments of substantial variety and complexity in the areas of general electronic maintenance of computers and other information technology equipment/hardware.

Hourly Rate: \$55.79

**Labour Category: Systems Engineer**

**Job Description:** Experience: The Systems Engineering position will be mentored by a team of professional service consultants comprised of Senior Systems Engineers, Architects, and Advisors. This position requires minimum platform certifications and/or a working knowledge of and experience in IT systems administration. Technical Degree or equivalent experience, IT Training, or employment in an IT Help Desk or Systems Administration capacity. An aptitude to assist in installation and/or implementation of software, systems, and/or products. Excellent analytical, mathematical, and problem solving skills.

Hourly Rate: \$95.00

**Labour Category: Senior Systems Engineer**

**Job Description:** Experience: Eight (8) years of highly specialized experience related to information technology. This position requires minimum platform certifications and or a working knowledge of and experience in IT systems administration. Performs technical services for clients. Responsible for mentoring other consultants and engineers as needed. Conduct formal and informal training sessions. Meet with and speak to customers about potential projects, implementing solutions for both internal and external customers, assists in determining skill sets necessary for departmental growth.

Hourly Rate: \$142.50

## Microsoft Services

### Architectural Consultant

**General Experience:** Five to twenty years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and applications design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

**Functional Responsibilities:** Works closely with Practice manager and Engagement Managers as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment or solution remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelors degree and Masters degree or industry equivalent experience.

Hourly Rate: \$314.78

### Engagement Manager/Project Manager

**General Experience:** Five to fifteen years demonstrated performance in related technology and business management. Experienced in business development and managing projects involving such complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

**Functional Responsibilities:** Lead Microsoft business contact for customers, and also coordinates and schedules project resources to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's or Masters degree or industry equivalent experience.

Hourly Rate: \$281.36

### Senior Consultant

**General Experience:** Five to fifteen years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

**Functional Responsibilities:** Lead Microsoft Advocate and Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's or Masters degree or industry equivalent experience.

Hourly Rate: \$281.36

### Senior Consultant (Non-Hostile Zone Deployed)

**General Experience:** Five to fifteen years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

**Functional Responsibilities:** Lead Microsoft Advocate and Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's or Masters degree or industry equivalent experience.

Hourly Rate: \$323.57



### Senior Consultant (Hostile Zone Deployed)

**General Experience:** Five to fifteen years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

**Functional Responsibilities:** Lead Microsoft Advocate and Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's or Masters degree or industry equivalent experience.

Hourly Rate: \$379.84

### Consultant

**General Experience:** Five plus years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. Microsoft will have formally trained this individual in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

**Functional Responsibilities:** Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's degree or industry equivalent experience.

Hourly Rate: \$257.65

### Consultant (Non-Hostile Zone Deployed)

**General Experience:** Five plus years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. Microsoft will have formally trained this individual in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

**Functional Responsibilities:** Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's degree or industry equivalent experience.

Hourly Rate: \$296.30

### Consultant (Hostile Zone Deployed)

**General Experience:** Five plus years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. Microsoft will have formally trained this individual in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

**Functional Responsibilities:** Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's degree or industry equivalent experience.

Hourly Rate: \$ 347.82

### Technician V

**General Experience:** Eight or more years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

**Functional Responsibilities:** Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's degree or industry equivalent experience

Hourly Rate: \$269.51

### Technician V (Non-Hostile Zone Deployed)

**General Experience:** Eight or more years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

**Functional Responsibilities:** Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's degree or industry equivalent experience

Hourly Rate: \$ 309.93

### Technician V (Hostile Zone Deployed)

**General Experience:** Eight or more years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

**Functional Responsibilities:** Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's degree or industry equivalent experience

Hourly Rate: \$ 363.83

### Technician IV

**General Experience:** Five to eight years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

**Functional Responsibilities:** Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's degree or industry equivalent experience.

Hourly Rate: \$ 250.10

### **Technician IV (Non-Hostile Zone Deployed)**

**General Experience:** Five to eight years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

**Functional Responsibilities:** Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's degree or industry equivalent experience.

Hourly Rate: \$ 287.62

### **Technician IV (Hostile Zone Deployed)**

**General Experience:** Five to eight years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

**Functional Responsibilities:** Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

**Education:** Bachelor's degree or industry equivalent experience.

Hourly Rate: \$ 337.64

## **USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS**

### **PREAMBLE**

SoftChoice Corporation provides commercial products and services to the Federal Government. We are also committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### **COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Sales at 877.FED.SOFT(877.333.7638) or email [gov@softchoice.com](mailto:gov@softchoice.com) or fax at 877.310.7639.

**BEST VALUE**  
**BLANKET PURCHASE AGREEMENT**  
**FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)**  
**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

\*SPECIAL BPA DISCOUNT/PRICE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

- 
- 
- 
- 
- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
  - (b) Contract Number;
  - (c) BPA Number;
  - (d) Model Number or National Stock Number (NSN);
  - (e) Purchase Order Number;
  - (f) Date of Purchase;
  - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING**  
**"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
  - Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
  - Customers make a best value selection.

**Softchoice Corporation – US Office Locations**



**Atlanta**

22 Technology Pkwy S  
Norcross, GA  
30092  
T: 770.447.1951

**Austin**

Austin Center  
701 Brazos Street  
Suite 375  
Austin, TX  
78701  
T: 512.480.0652

**Boston**

1250 Hancock Street  
Suite 707N  
Quincy, MA  
02169  
T: 617.773.8818

**Chicago**

314 W Superior  
Suite 301  
Chicago, IL  
60654  
T: 312.655.9002

**Columbus**

300 Marconi Boulevard  
Suite 204  
Columbus, OH  
43215  
T: 888.607.7638

**Connecticut**

18 South Main Street  
2nd Floor  
Norwalk, CT  
06854  
T: 203.899.1016

**Dallas**

13760 Noel Road  
Suite 810 (Stone Tower)  
Dallas, TX  
75240  
T: 972.560.3055

**Denver**

1800 15th Street  
Suite 104  
Denver, CO  
80202  
T: 303.721.0807

**Fort Lauderdale**

108 Southeast 8th Avenue,  
Suite 110  
Ft. Lauderdale  
FL 33301  
T: 954.763.8502

**Houston**

55 Waugh Street  
Suite 220  
Houston, TX  
77007  
T: 281.931.9000

**Irvine**

30 Executive Park  
Suite 255  
Irvine, CA  
92614  
T: 949.930.0040

**Kansas**

13200 Metcalf Avenue  
Suite 265  
Overland Park, KS  
66213  
T: 314.359.3115

**Los Angeles**

11444 Olympic Blvd.  
Suite 760  
Los Angeles, CA  
90064  
T: 310.954.1809

**Minneapolis**

Butler Square Bldg., 100 N 6th Street  
Suite 660B  
Minneapolis, MI  
55403  
T: 612.341.8263

**New York**

915 Broadway  
Suite 1005  
New York, NY  
10010  
T: 212.533.9356

**Norfolk**

300 E Main Street  
Suite 350  
Norfolk, VA  
23510  
T: 757.623.9000

**Orlando**

7680 Universal Boulevard  
Suite 310  
Orlando, FL  
32819  
T: 407.926.8310

**Philadelphia**

111 S Independence Mall East  
The Bourse Bldg. – Suite 550  
Philadelphia, PA  
19106  
T: 215.440.8101



**Phoenix**

3030 North Central Avenue  
Suite 806  
Phoenix, AZ  
85012  
T: 602.263.7489

**Portland**

520 SW 6th Avenue  
Suite 1220  
Portland, OR  
97204  
T: 888.607.7638

**Salt Lake City**

1275 East Fort Union Boulevard  
Suite 125  
Midvale, UT  
84047  
T: 801.566.4002

**San Diego**

4180 La Jolla Village Drive  
Suite 200  
La Jolla, CA  
92122  
T: 858.550.8895

**San Francisco**

100 Spear Street  
Suite 200  
San Francisco, CA  
94105  
T: 415.247.5471

**Seattle**

3131 Elliott Avenue  
Suite 400  
Seattle, WA  
98121  
T: 206.709.9012

**St Louis**

4 City Place  
Suite 450  
St Louis, MO  
63141  
T: 314.801.1170

**Tampa**

4350 W Cypress  
Suite 900  
Colonial Place One  
Tampa, FL  
33607  
T: 888.607.7638

**Washington DC / GOV Team**

7900 Westpark Drive  
SuiteT400  
McLean , VA  
22102  
T: 301.518.9808